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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORLAND DIVISION

CITYCRAFT DEVELOPMENT LLC, an
Oregon limited liability company,

Plaintiff,

v.

**TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA**, a foreign
corporation,

Defendant.

Civil No.: 3:18-cv-00969-SB

**DEFENDANT'S ANSWER TO
PLAINTIFF'S COMPLAINT WITH
AFFIRMATIVE DEFENSES**

Defendant Travelers Property Casualty Company of America (“Defendant”) hereby admits, denies and alleges the following in response to Plaintiff CityCraft Development LLC’s (“Plaintiff”) Complaint.

1. In response to paragraph 1 of the Complaint, Defendant admits that Plaintiff is a limited liability company that conducts business in Multnomah County. Based upon

information and belief, Defendant further admits that Plaintiff was formerly known as “Dozer Construction LLC.”

2. In response to paragraph 2 of the Complaint, Defendant admits that it is a Connecticut Corporation that conducts business in Multnomah County.

3. In response to paragraph 3 of the Complaint, Defendant admits that Dozer Construction LLC purchased an insurance policy (policy number QTJ660-4G414715) for coverage related to 4620 North Maryland Ave, Portland, Oregon 97217 (the “Property”) for the policy period August 25, 2015, through August 25, 2016.

4. In response to paragraph 4 of the Complaint, Defendant acknowledges that the Policy provides certain coverages, including Coverage Extensions and Additional Coverages, and that the Policy is a written document that speaks for itself. The coverages, Coverage Extensions, and Additional Coverages are all subject to limitations, exclusions, sub-limits and other provisions. Except as expressly admitted, Defendant denies the remaining allegations in Paragraph 4.

5. In response to paragraph 5 of the Complaint, Defendant admits that a fire occurred in May 2016. Travelers acknowledges that it paid the \$250,000 policy limit for the existing building, \$75,000 for the loss of rent claim, and \$11,975 in expenses. Travelers denies that Plaintiff is entitled to additional amounts under the policy.

6. Defendant admits paragraph 6 of the Complaint.

PLAINTIFF'S FIRST CLAIM FOR RELIEF

(Breach of Contract)

7. Paragraph 7 re-alleges Plaintiff's allegations in the proceeding paragraphs, and Defendant re-alleges its response to those allegations.

8. Defendant denies the allegations in paragraph 8 of the Complaint in their entirety.

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9. Defendant denies the allegations in paragraph 9 of the Complaint in their entirety.

10. Defendant denies the allegations in paragraph 10 of the Complaint in their entirety.

PLAINTIFF'S SECOND CLAIM FOR RELIEF

(Attorney Fees)

11. Paragraph 11 re-alleges Plaintiff's allegations in the proceeding paragraphs, and Defendant re-alleges its response to those allegations.

12. Defendant denies the allegations in paragraph 12.

13. Except as expressly admitted, Defendant denies the allegations of the Complaint in their entirety.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Real Party in Interest)

14. The Plaintiff is not a named insured entity on the policy, and may not be the real party in interest with respect to the insurance claim being alleged.

SECOND AFFIRMATIVE DEFENSE

(Failure to State a Claim)

15. Plaintiff's Complaint fails to state a valid claim for relief under Oregon law.

THIRD AFFIRMATIVE DEFENSE

(Policy Provisions)

16. The Policy itself provides coverage subject to all terms, conditions, limitations, and exclusions stated in the Policy. Some of the damages claimed by Plaintiff may be precluded by some of those limitations, exclusions and conditions.

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FOURTH AFFIRMATIVE DEFENSE
(Lack of Privity)

17. Plaintiff cannot maintain this action as there is no privity of contract with the named insured.

FIFTH AFFIRMATIVE DEFENSE
(Lack of Standing)

18. Plaintiff lacks legal standing to pursue this lawsuit.

SIXTH AFFIRMATIVE DEFENSE
(Reservation of Right to Amend)

19. Discovery has not yet begun in this case and accordingly defendant reserves the right to amend this Answer as additional information is learned.

PRAYER FOR RELIEF

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays for Judgment in its favor, and for its costs and disbursements herein.

DATED: June 20, 2018

BULLIVANT Houser Bailey PC

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